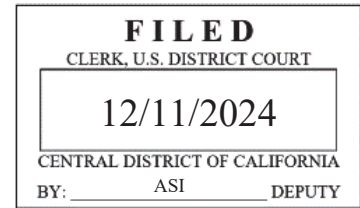


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10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 JEREMY PAUL RYAN,

16 Defendant.
17

No. 2:24-cr-00733-GW

PLEA AGREEMENT FOR DEFENDANT
JEREMY PAUL RYAN

18 1. This constitutes the plea agreement between JEREMY PAUL
19 RYAN ("defendant"), and the United States Attorney's Office for the
20 Central District of California (the "USAO") in the above-captioned
21 case. This agreement is limited to the USAO and cannot bind any
22 other federal, state, local, or foreign prosecuting, enforcement,
23 administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a) At the earliest opportunity requested by the USAO and
27 provided by the Court, appear and plead guilty to Count One of the
28

1 Information, which charges defendant with Conspiracy to Commit Bank
2 Fraud, in violation of 18 U.S.C. § 1349.

3 b) Not contest facts agreed to in this agreement.

4 c) Abide by all agreements regarding sentencing
5 contained in this agreement.

6 d) Appear for all court appearances, surrender as
7 ordered for service of sentence, obey all conditions of any bond,
8 and obey any other ongoing court order in this matter.

9 e) Not commit any crime; however, offenses that would be
10 excluded for sentencing purposes under United States Sentencing
11 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are
12 not within the scope of this agreement.

13 f) Be truthful at all times with Pretrial Services, the
14 United States Probation Office, and the Court.

15 g) Pay the applicable special assessment at or before
16 the time of sentencing unless defendant lacks the ability to pay and
17 prior to sentencing submits a completed financial statement on a
18 form to be provided by the USAO.

19 h) Not bring a post-conviction collateral attack on the
20 conviction or sentence except a post-conviction collateral attack
21 based on a claim of ineffective assistance of counsel.

22 i) Not move to withdraw defendant's guilty plea.

23 j) Not file a notice of appeal, unless the term of
24 imprisonment imposed exceeds ten years.

25 k) Support the government's request that defendant's
26 supervised release include the following suspicionless search
27 conditions:

1 Defendant shall submit defendant's person and any
2 property, residence, vehicle, papers, computer, other
3 electronic communication or data storage devices or media,
4 and effects to search and seizure at any time of the day
5 or night by any law enforcement or probation officer, with
6 or without a warrant, and with or without cause. If
7 stopped or questioned by a law enforcement officer for any
8 reason, defendant shall notify that officer that defendant
9 is on federal supervised release and subject to search
10 with or without cause.

11 THE USAO'S OBLIGATIONS

12 3. The USAO agrees to:

- 13 a) Not contest facts agreed to in this agreement.
- 14 b) At the time of sentencing, move to dismiss the
15 remaining count of the Information as against defendant. Defendant
16 understands, however, that at the time of sentencing the Court may
17 consider any dismissed charges in determining the applicable
18 Sentencing Guidelines range, the propriety and extent of any
19 departure from that range, and the sentence to be imposed.

20 NATURE OF THE OFFENSE

21 4. Defendant understands that for defendant to be guilty of
22 conspiracy to commit bank fraud, in violation of Title 18, United
23 States Code, Section 1349, the following must be true: First,
24 during the time period alleged in the Information there was an
25 agreement between two or more persons to commit bank fraud; Second,
26 defendant became a member of the conspiracy knowing of its object
27 and intending to help accomplish it. The elements of bank fraud, in
28 turn, are as follows: First, defendant knowingly carried out a
scheme or plan to obtain money or property from a financial
institution by making false statements or promises; Second,
defendant knew that the statements or promises were false; Third,
the statements or promises were material, that is, they had a

1 natural tendency to influence, or were capable of influencing, a
2 financial institution to part with money or property; Fourth, the
3 defendant acted with the intent to defraud; and Fifth, the financial
4 institution was federally insured.

5 PENALTIES AND RESTITUTION

6 5. Defendant understands that the statutory maximum sentence
7 that the Court can impose for a violation of Title 18, United States
8 Code, Sections 1349, 1344, is: 30 years' imprisonment; a five-year
9 period of supervised release; a fine of \$1,000,000, or twice the
10 gross gain or loss, whichever is greatest; and a mandatory special
11 assessment of \$100.

12 6. Defendant understands that supervised release is a period
13 of time following imprisonment during which defendant will be
14 subject to various restrictions and requirements. Defendant
15 understands that if defendant violates one or more of the conditions
16 of any supervised release imposed, defendant may be returned to
17 prison for all or part of the term of supervised release authorized
18 by statute for the offense that resulted in the term of supervised
19 release, which could result in defendant serving a total term of
20 imprisonment greater than the statutory maximum stated above.

21 7. Defendant understands that, by pleading guilty, defendant
22 may be giving up valuable government benefits and valuable civic
23 rights, such as the right to vote, the right to possess a firearm,
24 the right to hold office, and the right to serve on a jury.
25 Defendant understands that once the court accepts defendant's guilty
26 plea, it will be a federal felony for defendant to possess a firearm
27 or ammunition. Defendant understands that the conviction in this
28 case may also subject defendant to various other collateral

1 consequences, including but not limited to revocation of probation,
2 parole, or supervised release in another case and suspension or
3 revocation of a professional license. Defendant understands that
4 unanticipated collateral consequences will not serve as grounds to
5 withdraw defendant's guilty plea.

6 8. Defendant and defendant's counsel have discussed the fact
7 that, and defendant understands that, because defendant is not a
8 United States citizen, the conviction in this case makes it
9 practically inevitable and a virtual certainty that defendant will
10 be removed or deported from the United States. Defendant may also
11 be denied United States citizenship and admission to the United
12 States in the future. Defendant understands that while there may be
13 arguments that defendant can raise in immigration proceedings to
14 avoid or delay removal, removal is presumptively mandatory and a
15 virtual certainty in this case. Defendant further understands that
16 removal and immigration consequences are the subject of a separate
17 proceeding and that no one, including defendant's attorney or the
18 Court, can predict to an absolute certainty the effect of
19 defendant's conviction on defendant's immigration status. Defendant
20 nevertheless affirms that defendant wants to plead guilty regardless
21 of any immigration consequences that this plea may entail, even if
22 the consequence is automatic removal from the United States.

23 9. Defendant understands that defendant will be required to
24 pay full restitution to the victims of the offense to which
25 defendant is pleading guilty. Defendant agrees that, in return for
26 the USAO's compliance with its obligations under this agreement, the
27 Court may order restitution to persons other than the victims of the
28 offenses to which defendant is pleading guilty and in amounts

1 greater than those alleged in the count to which defendant is
2 pleading guilty. In particular, defendant agrees that the Court may
3 order restitution to any victim of any of the following for any
4 losses suffered by that victim as a result: (a) any relevant
5 conduct, as defined in U.S.S.G. § 1B1.3, in connection with the
6 offenses to which defendant is pleading guilty; and (b) any counts
7 dismissed and charges not prosecuted pursuant to this agreement as
8 well as all relevant conduct, as defined in U.S.S.G. § 1B1.3, in
9 connection with those counts and charges.

10 FACTUAL BASIS

11 10. Defendant admits that defendant is, in fact, guilty of the
12 offenses to which defendant is agreeing to plead guilty. Defendant
13 and the USAO agree to the statement of facts provided below and
14 agree that this statement of facts is sufficient to support a plea
15 of guilty to the charges described in this agreement and to
16 establish the Sentencing Guidelines factors set forth below but is
17 not meant to be a complete recitation of all facts relevant to the
18 underlying criminal conduct or all facts known to either party that
19 relate to that conduct.

20 Beginning in or before 2023, and continuing through at least
21 June 20, 2024, there was an agreement between two or more
22 persons to commit bank fraud. Defendant became a member of
23 that conspiracy knowing of its object and intending to help
24 accomplish it. In furtherance of the conspiracy, and acting
25 with the intent to defraud, defendant and his co-conspirators
26 stole mail including bank-issued credit cards and the
27 identifying information of victims. Defendant purchased
28 equipment to manufacture identity documents so that he and his
co-conspirators could impersonate their victims. Defendant
also applied for credit in the names of his victims. Defendant
and his co-conspirators made charges on the credit cards they
stole from the mail. Federally-insured financial institutions
defrauded as a result of this conspiracy include Wells Fargo
Bank, Capitol One, Chase, American Express, Navy Federal Credit

Union, and Bank of America. The \$1,098 in cash seized from defendant on June 20, 2024, was proceeds of this conspiracy.

SENTENCING FACTORS

11. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum set by statute for the crimes of conviction.

12. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level: 7 U.S.S.G. § 2B1.1(a)(1)

Defendant and the USAO reserve the right to argue that additional specific offense characteristics, adjustments, and departures under the Sentencing Guidelines are appropriate.

13. Defendant understands that there is no agreement as to defendant's criminal history score or category.

14. Defendant and the USAO reserve the right to argue for a sentence outside the sentencing range established by the Sentencing Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

WAIVER OF CONSTITUTIONAL RIGHTS

15. Defendant understands that by pleading guilty, defendant gives up the following rights:

a) The right to persist in a plea of not guilty.

b) The right to a speedy and public trial by jury.

c) The right to be represented by counsel - and if necessary have the court appoint counsel - at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel - and if necessary have the court appoint counsel - at every other stage of the proceeding.

d) The right to be presumed innocent and to have the burden of proof placed on the government to prove defendant guilty beyond a reasonable doubt.

e) The right to confront and cross-examine witnesses against defendant.

f) The right to testify and to present evidence in opposition to the charges, including the right to compel the attendance of witnesses to testify.

g) The right not to be compelled to testify, and, if defendant chose not to testify or present evidence, to have that choice not be used against defendant.

h) Any and all rights to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, and other pretrial motions that have been filed or could be filed.

LIMITED WAIVER OF DISCOVERY

16. In exchange for the government's obligations under this agreement, defendant gives up any right defendant may have had to review any additional discovery.

ABANDONMENT OF DIGITAL DEVICES AND SKIMMING EQUIPMENT

17. Defendant abandons all right, title, and interest defendant had in any of the skimming equipment or digital devices seized by law enforcement officials in this case, which defendant admits are instrumentalities of defendant's offense.

WAIVER OF APPEAL OF CONVICTION

18. Defendant understands that, with the exception of an appeal based on a claim that defendant's guilty pleas were involuntary, by pleading guilty defendant is waiving and giving up any right to appeal defendant's convictions on the offenses to which defendant is pleading guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

19. Defendant agrees that, provided the Court imposes a term of imprisonment of no more than ten years, defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court; (c) the fine imposed by the court, provided it is within the statutory maximum; (d) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; (e) the amount and terms of any restitution order, provided it requires payment of no more than \$1,000,000; and (f) the conditions of probation or supervised release imposed by the Court.

1 20. Defendant also gives up any right to bring a post-
2 conviction collateral attack on the convictions or sentence,
3 including any order of restitution, except a post-conviction
4 collateral attack based on a claim of ineffective assistance of
5 counsel, a claim of newly discovered evidence, or an explicitly
6 retroactive change in the applicable Sentencing Guidelines,
7 sentencing statutes, or statutes of conviction.

8 21. The USAO gives up its right to appeal any portion of the
9 sentence unless defendant files a notice of appeal, in which case
10 the USAO is free to cross-appeal every aspect of the sentence.

11 RESULT OF WITHDRAWAL OF GUILTY PLEA

12 22. Defendant agrees that if, after entering a guilty plea
13 pursuant to this agreement, defendant seeks to withdraw and succeeds
14 in withdrawing defendant's guilty plea on any basis other than a
15 claim and finding that entry into this plea agreement was
16 involuntary, then (a) the USAO will be relieved of all of its
17 obligations under this agreement; and (b) should the USAO choose to
18 pursue any charge that was either dismissed or not filed as a result
19 of this agreement, then (i) any applicable statute of limitations
20 will be tolled between the date of defendant's signing of this
21 agreement and the filing commencing any such action; and
22 (ii) defendant waives and gives up all defenses based on the statute
23 of limitations, any claim of pre-indictment delay, or any speedy
24 trial claim with respect to any such action, except to the extent
25 that such defenses existed as of the date of defendant's signing
26 this agreement.

EFFECTIVE DATE OF AGREEMENT

23. This agreement is effective upon signature and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney.

BREACH OF AGREEMENT

24. Defendant agrees that if defendant, at any time after the effective date of this agreement, knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's obligations are material, a single breach of this agreement is sufficient for the USAO to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the USAO in writing. If the USAO declares this agreement breached, and the Court finds such a breach to have occurred, then: (a) if defendant has previously entered a guilty plea pursuant to this agreement, defendant will not be able to withdraw the guilty pleas, (b) the USAO will be relieved of all its obligations under this agreement, and (c) defendant will still be bound by defendant's obligations under this agreement.

25. Following the Court's finding of a knowing breach of this agreement by defendant, should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then:

a) Defendant agrees that any applicable statute of limitations is tolled between the date of defendant's signing of this agreement and the filing commencing any such action.

b) Defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or

1 any speedy trial claim with respect to any such action, except to
2 the extent that such defenses existed as of the date of defendant's
3 signing this agreement.

4 c) Defendant agrees that: (i) any statements made by
5 defendant, under oath, at the guilty plea hearing (if such a hearing
6 occurred prior to the breach); (ii) the agreed to factual basis
7 statement in this agreement; and (iii) any evidence derived from
8 such statements, shall be admissible against defendant in any such
9 action against defendant, and defendant waives and gives up any
10 claim under the United States Constitution, any statute, Rule 410 of
11 the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of
12 Criminal Procedure, or any other federal rule, that the statements
13 or any evidence derived from the statements should be suppressed or
14 are inadmissible.

15 COURT AND PROBATION OFFICE NOT PARTIES

16 26. Defendant understands that the Court and the United States
17 Probation Office are not parties to this agreement and need not
18 accept any of the USAO's sentencing recommendations or the parties'
19 agreements to facts or sentencing factors.

20 27. Defendant understands that both defendant and the USAO are
21 free to: (a) supplement the facts by supplying relevant information
22 to the United States Probation Office and the Court, (b) correct any
23 and all factual misstatements relating to the Court's Sentencing
24 Guidelines calculations and determination of sentence, and (c) argue
25 on appeal and collateral review that the Court's Sentencing
26 Guidelines calculations and the sentence it chooses to impose are
27 not error, although each party agrees to maintain its view that the
28 calculations in the plea agreement are consistent with the facts of

1 this case. While this paragraph permits both the USAO and defendant
2 to submit full and complete factual information to the United States
3 Probation Office and the Court, even if that factual information may
4 be viewed as inconsistent with the facts agreed to in this
5 agreement, this paragraph does not affect defendant's and the USAO's
6 obligations not to contest the facts agreed to in this agreement.

7 28. Defendant understands that even if the Court ignores any
8 sentencing recommendation, finds facts or reaches conclusions
9 different from those agreed to, and/or imposes any sentence up to
10 the maximum established by statute, defendant cannot, for that
11 reason, withdraw defendant's guilty pleas, and defendant will remain
12 bound to fulfill all defendant's obligations under this agreement.
13 Defendant understands that no one -- not the prosecutor, defendant's
14 attorney, or the Court -- can make a binding prediction or promise
15 regarding the sentence defendant will receive, except that it will
16 be within the statutory maximum.

17 NO ADDITIONAL AGREEMENTS

18 29. Defendant understands that, except as set forth herein,
19 there are no promises, understandings, or agreements between the
20 USAO and defendant or defendant's attorney, and that no additional
21 promise, understanding, or agreement may be entered into unless in a
22 writing signed by all parties or on the record in court.

23 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

24 30. The parties agree that this agreement will be considered
25 part of the record of defendant's guilty plea hearing as if the
26 entire agreement had been read into the record of the proceeding.
27 AGREED AND ACCEPTED

28 UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF CALIFORNIA

1 E. MARTIN ESTRADA
2 United States Attorney

3 Andrew Brown

November 18, 2024

4 ANDREW BROWN
5 Assistant United States Attorney

Date

6 
7 JEREMY PAUL RYAN
8 Defendant

11-20-24
Date

9 
10 ADAM OLIN
11 Attorney for Defendant
12 JEREMY PAUL RYAN

11/20/2024
Date

11 CERTIFICATION OF DEFENDANT

12 I have read this agreement in its entirety. I have had enough
13 time to review and consider this agreement, and I have carefully and
14 thoroughly discussed every part of it with my attorney. I
15 understand the terms of this agreement, and I voluntarily agree to
16 those terms. I have discussed the evidence with my attorney, and my
17 attorney has advised me of my rights, of possible pretrial motions
18 that might be filed, of possible defenses that might be asserted
19 either prior to or at trial, of the sentencing factors set forth in
20 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions,
21 and of the consequences of entering into this agreement. No
22 promises, inducements, or representations of any kind have been made
23 to me other than those contained in this agreement. No one has
24 threatened or forced me in any way to enter into this agreement. I
25 am satisfied with the representation of my attorney in this matter,
26 and I am pleading guilty because I am guilty of the charge and wish
27 to take advantage of the promises set forth in this agreement, and
28 not for any other reason.

1
2
3 JEREMY PAUL RYAN
Defendant

11-20-24
Date

4
5 CERTIFICATION OF DEFENDANT'S ATTORNEY

6 I am JEREMY PAUL RYAN's attorney. I have carefully and
7 thoroughly discussed every part of this agreement with my client.
8 Further, I have fully advised my client of my client's rights, of
9 possible pretrial motions that might be filed, of possible defenses
10 that might be asserted either prior to or at trial, of the
11 sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant
12 Sentencing Guidelines provisions, and of the consequences of
13 entering into this agreement. To my knowledge: no promises,
14 inducements, or representations of any kind have been made to my
15 client other than those contained in this agreement; no one has
16 threatened or forced my client in any way to enter into this
17 agreement; my client's decision to enter into this agreement is an
18 informed and voluntary one; and the factual basis set forth in this
19 agreement is sufficient to support my client's entry of a guilty
20 plea pursuant to this agreement.

21
22
23 ADAM OLIN
Attorney for Defendant
24 JEREMY PAUL RYAN

11/20/2024
Date